



Changing maturity date only. September-14,2005 20050914000476210

Space Above This Line For Recording Data

This instrument was prepared by Linda Sorensen, ServisFirst Bank, P O Box 1508, Birmingham, Alabama 35201-1508

## MODIFICATION OF MORTGAGE



**DATE AND PARTIES.** The date of this Real Estate Modification (Modification) is August 5, 2006. The parties and their addresses are:

## MORTGAGOR:

JANICE S JORDAN

A married woman 2020 HERITAGE LAKES CREST BIRMINGHAM, Alabama 35051

## LENDER:

SERVISFIRST BANK

Organized and existing under the laws of Alabama P O Box 1508
Birmingham, Alabama 35201-1508

1. BACKGROUND. Mortgagor and Lender entered into a security instrument dated August 03, 2005 and recorded on September 14, 2005 (Security Instrument). The Security Instrument was recorded in the records of Shelby County, Alabama at 20050914000476210 and covered the following described Property:

SITUATED IN THE COUNTY OF SHELBY AND STATE OF ALABAMA: PARCEL 7-8

COMMENCE AT A 4 INCH X 4 INCH CONCRETE MONUMENT IN PLACE BEING THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 21 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA; THENCE PROCEED SOUTH 00 DEGREES 03 MINUTES 56 SECONDS WEST ALONG THE WEST BOUNDARY OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 21 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA, FOR A DISTANCE OF 2,248.04 FEET TO A 1/2 INCH REBAR; THENCE PROCEED NORTH 88 DEGREES 45 MINUTES 44 SECONDS EAST FOR A DISTANCE OF 1,314.87 FEET TO THE POINT OF BEGINNING, FROM THIS BEGINNING POINT PROCEED NORTH SB DEGREES 37 MINUTES 01 SECOND EAST FOR A DISTANCE OF 351.47 FEET; THENCE PROCEED NORTH 88 DEGREES 35 MINUTES 54 SECONDS EAST FOR A DISTANCE OF 169.47 FEET; THENCE PROCEED SOUTH 75 DEGREES 27 MINUTES 02 SECONDS EAST FOR A DISTANCE OF 251.87 FEET; THENCE PROCEED SOUTH 34 DEGREES 27 MINUTES 33 SECONDS EAST FOR A DISTANCE OF 83.04 FEET; THENCE PROCEED SOUTH 80 DEGREES 00 MINUTES 42 SECONDS EAST FOR A DISTANCE OF 375.36 FEET; THENCE PROCEED NORTH 36 DEGREES 11 MINUTES 52 SECONDS EAST FOR A DISTANCE OF 357.03 FEET; THENCE CONTINUE NORTH 36 DEGREES 11 MINUTES 52 SECONDS EAST FOR A DISTANCE OF 353.08 FEET; THENCE PROCEED NORTH 47 DEGREES 10 MINUTES 35 SECONDS EAST FOR A DISTANCE OF 202.08 FEET; THENCE PROCEED NORTH 32 DEGREES 22 MINUTES 14 SECONDS WEST FOR A DISTANCE OF 285.63 FEET; THENCE PROCEED NORTH 64 DEGREES 05 MINUTES 32 SECONDS WEST FOR A DISTANCE OF 93.94 FEET; THENCE PROCEED NORTH 44 DEGREES 29 MINUTES 01 SECOND WEST FOR A DISTANCE OF 635.11 FEET; THENCE PROCEED SOUTH 82 DEGREES 49 MINUTES 28 SECONDS WEST FOR A DISTANCE OF 772.57 FEET TO A 1/2 INCH REBAR; THENCE PROCEED SOUTH 82 DEGREES 49 MINUTES 28 SECONDS WEST FOR A DISTANCE OF 162.90 FEET; THENCE PROCEED SOUTH 14

7850754

DEGREES 39 MINUTES 14 SECONDS WEST FOR A DISTANCE OF 202.74 FEET; THENCE PROCEED SOUTH 30 DEGREES 52 MINUTES 08 SECONDS EAST FOR A DISTANCE OF 27.32 FEET: THENCE PROCEED SOUTH 36 DEGREES 14 MINUTES 29 SECONDS WEST FOR A DISTANCE OF 212.96 FEET; THENCE PROCEED SOUTH 01 DEGREE 53 MINUTES 48 SECONDS EAST FOR A DISTANCE OF 753.88 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED LAND IS LOCATED IN THE SOUTHEAST 1/4 OF SOUTHWEST 1/4, IN THE SOUTHWEST 1/4, SOUTHWEST 1/4, IN THE NORTHEAST 1/4 OF SOUTHWEST 1/4, AND IN THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 21 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA AND CONTAINS 42.02 ACRES. Permanent Parcel Number: 21 9 31 0 000 006 000

JANICE S. JORDAN

2020 HERITAGE LAKES CREST, COLUMBIANA AL 35051

Loan Reference Number: MCBRIDE 8032005

First American Order No: 7850754

Identifier: f/ELS

The property is located in Shelby County at Lots 7 & 8 Shelby Springs, Calera, Alabama 35040.

2. MODIFICATION. For value received, Mortgagor and Lender agree to modify the Security Instrument as provided for in this Modification.

The Security Instrument is modified as follows:

- A. Secured Debt. The secured debt provision of the Security Instrument is modified to read:
  - (1) Secured Debts. The term "Secured Debts" includes and this Security Instrument will secure each of the following:
    - (a) Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A renewal note or other agreement, No. 4276, dated August 5, 2006, from STEVE JORDAN and JANICE S JORDAN (Borrower) to Lender, with a loan amount of \$389,000.00. Cross collateralized with loan #5058. One or more of the debts secured by this Security Instrument contains a future advance provision.
    - (b) All Debts. All present and future debts from STEVE JORDAN and JANICE S JORDAN to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Mortgagor's principal dwelling that is created by this Security Instrument. This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities.
    - (c) Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.
- 3. WARRANTY OF TITLE. Mortgagor warrants that Mortgagor continues to be lawfully seized of the estate conveyed by the Security Instrument and has the right to grant, bargain, convey, sell and mortgage with the power of sale the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.
- 4. CONTINUATION OF TERMS. Except as specifically amended in this Modification, all of the terms of the Security Instrument shall remain in full force and effect.
- 5. AGREEMENT TO ARBITRATE. Lender or Mortgagor may submit to binding arbitration any dispute, claim or other matter in question between or among Lender and Mortgagor that arises out of or relates to this Transaction (Dispute), except as otherwise indicated in this section or as Lender and Mortgagor agree to in writing. For purposes of this section, this Transaction includes this Modification and any other document relating to the Secured Debts, and proposed loans or extensions of credit that relate to this Modification. Lender or Mortgagor will not arbitrate any Dispute within any "core proceedings" under the United States bankruptcy laws.

Lender and Mortgagor must consent to arbitrate any Dispute concerning the Secured Debt secured by real estate at the time of the proposed arbitration. Lender may foreclose or exercise any powers of sale against real property securing the Secured Debt underlying any Dispute before, during or after any arbitration. Lender may also enforce the Secured Debt secured by this real property and underlying the Dispute before, during or after any arbitration.

Lender or Mortgagor may, whether or not any arbitration has begun, pursue any self-help or similar remedies, including taking property or exercising other rights under the law; seek attachment, garnishment, receivership or other provisional remedies from a court having jurisdiction to preserve the rights of or to prevent irreparable injury to Lender or Mortgagor; or foreclose against any property by any method or take legal action to recover any property. Foreclosing or exercising a power of sale, beginning and continuing a judicial action or pursuing self-help remedies will not constitute a waiver of the right to compel arbitration.

The arbitrator will determine whether a Dispute is arbitrable. A single arbitrator will resolve any Dispute, whether individual or joint in nature, or whether based on contract, tort, or any other matter at law or in equity. The arbitrator may consolidate any Dispute with any related disputes, claims or other matters in question not arising out of this Transaction. Any court having jurisdiction may enter a judgment or decree on the arbitrator's award. The judgment or decree will be enforced as any other judgment or decree.

Lender and Mortgagor acknowledge that the agreements, transactions or the relationships which result from the agreements or transactions between and among Lender and Mortgagor involve interstate commerce. The United States Arbitration Act will govern the interpretation and enforcement of this section.

The American Arbitration Association's Commercial Arbitration Rules, in effect on the date of this Modification, will govern the selection of the arbitrator and the arbitration process, unless otherwise agreed to in this Modification or another writing.

6. WAIVER OF TRIAL FOR ARBITRATION. Lender and Mortgagor understand that the parties have the right or opportunity to litigate any Dispute through a trial by judge or jury, but that the parties prefer to resolve Disputes through arbitration instead of litigation. If any Dispute is arbitrated, Lender and Mortgagor voluntarily and knowingly waive the right to have a trial by jury or judge during the arbitration.

SIGNATURES. By signing under seal, Mortgagor agrees to the terms and covenants contained in this Modification. Mortgagor also acknowledges receipt of a copy of this Modification.

MORTGAGOR:

JANICE S JORDAN

Individually

LENDER:

ServisFirst Bank

By (Seal)
Bart McBride, Commerical Loan Officer

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ACKNOWLEDGMENT.

(Individual)

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of Holloma, Journey OF Jelson ss.

, a notary public, hereby certify that JANICE S JORDAN, A married

My commission expires:

(Notary Public)

NOTARY PUBLIC STATE OF ALABAMA AT LARGE MY COMMISSION EXPIRES: June 22, 2009 BONDED THRU NOTARY PUBLIC UNDERWRITERS

20061011000502990 3/4 \$603.50 Shelby Cnty Judge of Probate, AL 10/11/2006 01:40:15PM FILED/CERT

(Lender Acknowledgment)	
State OF Mallom. Le	out OF Julianon ss.
Lessey De	, a notary public, in and for said County in said State, hereby certify
that Bart McBride, whose name(s) as Comm	merical Loan Officer of ServisFirst Bank, a corporation, is/are signed to
	n to me, acknowledged before me on this day that, being informed o
the contents of the instrument, he/she/they	, as such officer(s) and with full authority, executed the same voluntary
for and as the act of said corporation. Giv	
$\frac{2001}{2000}$ .	
My commission expires:	La La La La
	(Notary Public)

NOTARY PUBLIC STATE OF ALABAMA AT LARGE MY COMMISSION EXPIRES: June 22, 2009 BONDED THRU NOTARY PUBLIC UNDERWRITERS